

Ari B. Teman

17 Feb, 2025

United States v Teman

Re: Urgent Request for Dismissal and Protection from Judicial Retaliation by a Judge your administration identifies as corrupt

Dear Attorney General Bondi (via ECF),

I am writing to ask you to dismiss with prejudice this case which attorneys for President Trump and Mr. Musk have called a “legally baseless” “major injustice”, and who have called out the repeated cheating by Judge Engelmayer -- who quarterbacked this unjust prosecution through ex parte calls (321-1) and meetings with both prosecutors *and defense counsel who did not disclose they were his friends* or meeting with him (EXHIBIT 2).

I write with urgency because of a baseless & cruel demand by Engelmayer, which goes against even the recommendations of Probation and which causes me & my family to fear for my life.

Thousands of legal experts, Rabbis, community leaders, veterans, and civilians join me on X asking you to free me immediately.

As well, I write to formally notify you of what appear to be material misrepresentations made by terminated counsel (terminated on the advice of highly respected, entirely *pro bono* law professors & legal experts), regarding their claimed efforts to obtain key evidence in my case in their affidavits related to our 2255 motion. The attached email sent to me **yesterday morning, 17 Feb 2025**, (EXHIBIT 1) from attorney Jonathan “Yoni” Irom, former corporate counsel for GateGuard at GKH, confirms that neither trial counsel nor post-trial pre-sentencing counsel contacted him to verify the longstanding validity of GateGuard’s *dispute terms*, which included authorization for RCCs. These terms, provided by corporate counsel, remained unchanged since 2016 and were central to my defense.

At trial, Mr. Gelfand stated:

“Your Honor, we don’t have the original payment terms, not for lack of trying, or for lack of availability, we haven’t been able to actually obtain them.” [Trial Transcript, p. 748]

However, the attached correspondence confirms that no effort was made to contact Attorney Irom, who was uniquely positioned to authenticate the *dispute terms* and provide critical exculpatory testimony. This failure constitutes a severe deficiency in legal representation.

I was only able to get this email when I happened upon Mr. Irom in a synagogue in Tel Aviv over Shabbat and he had “no idea” at all about the trial and its result. He was completely surprised. As a result of that conversation I later emailed him and he replied as attached in EXHIBIT 1.

Furthermore, I learned only yesterday for the first time that post-trial pre-sentencing counsel Noam Biale, identified by Judge Engelmayer as a close personal friend and mentee (EXHIBIT 2: "I think very highly of Mr. Biale, and **regard myself as something of a mentor of his and also as a friend.**"), also failed to pursue this evidence despite representing that he had done so to myself, Mr. Ronald Coleman, and others assisting in my defense. Such a conflict of interest should have necessitated recusal, yet it was not disclosed until after sentencing.

To be clear, this failure was not considered by the Second Circuit or by Judge Engelmayer, as it was discovered just today, less than 24 hours ago, and cannot be considered duplicative of any prior motions I mention this as Judge Engelmayer has threatened to sanction me if I bring up his friend and mentee's sabotage of the defense suggesting it was already addressed. This however, is new information as of today.

Given that Mr. Biale and his spouse, AUSA Margaret Graham, were neighbors of Emil Bove in the same condominium per Attorney Reinitz who investigated the issue upon learning of the conflict (5.5 months *after* Biale had been retained), I trust that Mr. Bove will act with integrity in reviewing this case and its troubling procedural history, or that, preferably given the admitted habit of ex parte calls with Engelmayer, someone independent of SDNY will do so.

As well, trial counsel and Judge Engelmayer attempt to mislead by referring to the Payment Terms, but the terms subsection dealing with disputes and collections is the *Dispute Terms*, which remained unchanged since 2016 and were uploaded verbatim as emailed by counsel. Mr. Irom could have testified to this were he emailed and asked to come testify. No client denied reading the dispute Terms and they even submitted the Terms which include them into evidence. It cannot be a crime to enforce these terms, and certainly there can be no *mens rea* to do so.

Judge Engelmayer's novel argument, which appears he fed to SDNY via ex parte call about 10 days before trial (See his admission at the end of [Dkt 321-1](#) whereupon the entire team and strategy of SDNY changed), suggesting that I "buried" these terms on a subpage is also legally baseless and would void nearly all internet contracts and make them criminal. Ron Coleman explained *pro bono*:

"With all due respect to the District Court judge, I write to urge that such an interpretation of the custom and practice utilized throughout the world of Internet commerce is incomprehensible. Certainly, there is no question that virtually all contemporary businesses utilize online contracts to offer their services to the public and subsequently to document the terms under which their customer relationships will continue to proceed. And it is beyond question that the practice of using hyperlinks to extend, elucidate or otherwise incorporate online contractual terms in e-commerce websites, using subpages and hyperlinks, is widespread and uncontroversial. Organizing terms and related information in this way benefits businesses and customers alike, allowing all parties access and reference to them, and the ability to update specific sections of the terms, when necessary and appropriate. There is no obvious or even rationale for claiming that it is deceptive or fraudulent for Internet-based customers, who are at this point in technology history intimately familiar with how the Internet works, to click a clearly-highlighted hyperlink to obtain information. Indeed, it can be argued that doing so is far more convenient..." (Full letter and more expert letters at JusticeForAri.org)

Failure to Call Key Witnesses Constitutes Ineffective Assistance of Counsel

Had trial or post-trial counsel contacted Attorney Irom, he would have been able to confirm under oath that GateGuard's dispute terms were in place since 2016 and remained unchanged through corporate restructuring. This testimony would have directly refuted the prosecution's argument and supported my defense that I acted in accordance with legal advice and terms they provided to GateGuard verbatim.

Furthermore, the terms structure theory above could not and cannot support *mens rea*, because I did not structure the terms.

The failure to introduce this critical evidence is compounded by misrepresentations in trial counsel's affidavits:

"The Defendant and his companies lacked the documentary evidence regarding the terms and conditions used by customers of GateGuard." [Docket 490, p. 3]

This statement is demonstrably false, as counsel had access to metadata confirming that clients repeatedly accepted updated terms upon logging into GateGuard's dashboard (EXHIBIT 3).

Additionally, multiple federal and state courts have upheld these same dispute terms in civil litigation (e.g., *GateGuard v. MVI (SDNY)*, *GateGuard v. Goldmont (SDNY)*, *3660 Broadway BCR, LLC v. GateGuard Inc. (NY CIVIL SUPREME)*). Therefore, not only is trial counsel's representation false, already three independent courts have upheld and enforced the *Dispute Terms that trial counsel did not even bother to address at trial or in their affidavits*.

Trial Counsel also make clear they did not bother to learn the history of the terms and the corporate structure of GateGuard or that they are also willing to lie about this to defend their failure at trial. GateGuard began as a service of SubletSpy (Touchless Labs LLC) and was split into two operating companies, GateGuard Inc and PropertyPanel Inc, but the Terms were carried over, and the Dispute Terms remained from 2016 into even after trial. Again, Attorney Irom could have confirmed this as his firm handled the terms throughout the growth of the company. (As background, GKH is a large international firm which had attorneys licensed to practice in the USA and internationally, and counted Waze and other major internet companies as clients at the time of trial. They were recommended to us by Yossi Horwitz at Lowenstein Sandler, which represented and advised us as well.)

Trial Counsel's absurd attempt to cast aspersions by mentioning that our clients were not required to use "DocuSign" or physically sign a document is both misleading and legally unfounded -- and completely unethical. In the modern digital landscape, industry-standard "clickwrap agreements" are widely accepted and legally enforceable—just as they are when booking services such as Uber or Airbnb. Counsel's attempt to justify their failures by suggesting that CEOs of online companies should face criminal liability for the absence of third-party signature verification or a physical signature for an online service is not only legally unsupported but also a mischaracterization of established electronic contracting practices (see *Meyer v Uber (CA2)*).

Furthermore, they have failed to acknowledge clear and easily verifiable evidence (EXHIBIT 3) that clients repeatedly accepted updated terms, with their IP addresses and device information logged in our online dashboard as confirmation, and that the Terms clearly state they will be updated from time to time and it is the clients' responsibility to check for updates. This industry standard language appears in thousands of online terms agreements. It does not support *mens rea*, nor could it as I did not write it!

Contrary to their statements, DiRuzzo and Gelfand had full access to this data, or would have had they not rushed a very physically and mentally ill young man to trial because he could not pay their bills.

The reality is they proceeded to trial in a rush because they were representing a severely ill client who was unable to work and had no funds or income with which to compensate them. Rather than addressing these challenges appropriately, and being candid with the court about multiple, repeated, extremely explicit emails from me telling them *and providing medical records* that I was unfit to help them prepare for trial, they rushed through trial proceedings, ultimately costing an innocent individual five years of his life.

Failure by conflicted counsel to pursue sound defense strategy warrants dismissal

As you can clearly see, I emphatically and repeatedly asked Mr. Biale and Ms. Harris to obtain verification from Jonathan Irom that the terms allowing us to draft the accounts existed in 2016 (EXHIBITS 4 & 5). Biale and Harris did not do so, and lied to me and pro bono counsel assisting in a pardon/dismissal campaign (See the affirmation of Ronald Coleman at DKt 350-1).

Judge Engelmayer said explicitly that my failure to produce this evidence was proof I was guilty, and while that is absurd for a number of reasons, it shows the materiality of the failure by his friend and mentee.

Their firm was retained exclusively to motion of prosecutorial disclosure violations (Dkt 350-2) and instead hid that they were literally married to a prosecutor and that Biale was a friend and mentee of the judge.

It is obvious, given my clear statements about Judge Engelmayer being corrupt, to which your Administration emphatically agrees, that I would never hire his friend or mentee, and the public has called this out regularly:



Cernovich ✓
@Cernovich

Subscribe



Hell of a thing to overlook.



Lois Weiss ✓ @LoisWeiss · Dec 3, 2020

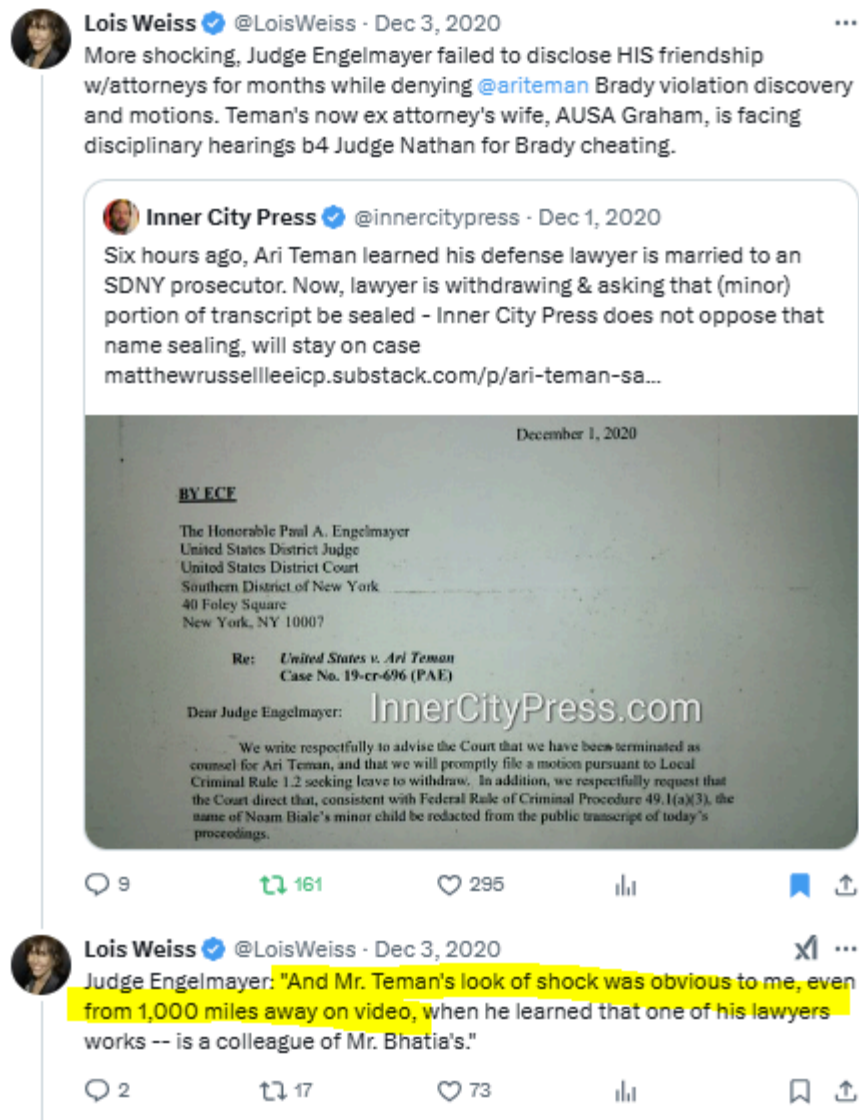
Replying to @LoisWeiss

Judge Engelmayer: and suddenly it dawned on me that I know him through his wife, and his wife -- whom I met through a private law firm -- now happens to be working at the Southern District U.S. Attorney's Office. And perhaps counsel may have overlooked this, too.

2:46 AM · Dec 4, 2020

1

¹ <https://x.com/Cernovich/status/1334660319558258691>



To be clear, I did not, do not, and will never waive the conflict, and thus a dismissal with prejudice is required as a matter of law -- and has only been denied because Judge Engelmayer is, as you say, corrupt and protecting his friend and mentee.

Judicial Conflicts and Procedural Irregularities

As you, President Trump, VP Vance, Congressman Crane, Senator Cotton, and Mr. Elon Musk noted in calling for his impeachment, Judge Engelmayer's handling of this case *and others* raises serious concerns regarding impartiality.

Regular ex parte communications between the court and the prosecution suggest improper coordination, warranting an independent review.

I will not rehash the many other accusations legal experts have made *entirely pro bono* against Judge Engelmayer, since you are no doubt well aware of his corruption as you begin to prosecute Judge Engelmayer for his impending impeachment.

² <https://x.com/LoisWeiss/status/1334598775508250624>

It is worth nothing, however, that recently “leaked” emails from SDNY attorney generals who quit rather than follow your orders to dismiss the Mayor Eric Adams matter, published to X evidence a pattern of deleting 3500 material (in my case, multiple interviews with Goldmont parties were not disclosed and were discovered after trial in civil matters -- see Dkt. 295), political targeting, and personal vendettas by politically motivated staff.

The rats scurrying off their sinking ship give only a hint of the deep corruption of the kangaroo court that is SDNY. (Kangaroos are *literally* more upstanding.) This should provide extra motivation to free me immediately.

Request for Immediate Review and Dismissal

Given the documented misrepresentations by trial counsel, undisclosed conflicts of interest, and procedural irregularities, I respectfully request that you review this case and consider its dismissal with prejudice.

Additionally, I seek appropriate remedies for the substantial financial and reputational harm caused by these judicial and prosecutorial failures. Your DOJ can repay the substantial damages and harm to myself and GateGuard and extract these damages and penalties from the parties who violated their subpoenas.

While you consider this, I ask that you stipulate to allow me to remain in Israel and rebuild my life. Despite many experts saying I am innocent, I have done all the time, paid all restitution and fines, and completed all community service hours. I have and continue to attend weekly therapy by Zoom.

Urgency : Baseless & cruel demand by Engelmayer causes me & my family to fear for my life

Despite the Probation department urging Judge Engelmayer to allow me to remain in Israel to assist my elderly parents, and to be near them as I get necessary medical treatment, and to be able to continue to work on charity projects which are important to those here, such as the Sunflower Centers Therapy and Rehab Center (sunflowercenters.com) as well as regularly volunteering with veterans and survivors, Judge Engelmayer has made clear he will order me back to the United States on Feb 28th.

As with his DOGE ruling, there is no basis for this -- his excuse is that Probation can supervise my mental health treatment, but my mental health counseling is over Zoom, as nearly everyone's is since COVID lockdowns. My therapist does not even reside in the USA much of the year! Even were in-person therapy suddenly demanded, there is no shortage of American-trained and licensed mental health professionals in the Jewish state!

It is therefore clear to myself, my family, friends, and reporters covering this matter that Judge Engelmayer intends to cause me further physical harm and suffering, as he did by putting me in a dangerous and violent prison for a non-violent offense that qualified for “Out” custody, and as he did further by ignoring the advice of multiple independent board-certified specialists who recommended I needed medical care *and suggested I was at risk of death*:

“While it appears from your language regarding “3553” that **regardless of if Mr. Teman were dying or in constant agony, you would not issue a compassionate release**, in the event we are reading that incorrectly ... we err on the side of caution and write to correct the major errors in your recent ruling and urge you to release Mr. Teman immediately to Home Confinement for the remaining 47 days of his time at FCI Miami.”

(Letter of Dr. Jonathan S. Harrison, M.D., F.A.C.P to Paul Engelmayer, 29 March 2024.)

Medical imaging taken immediately after my release confirmed the doctors were correct, that I was at extreme risk, and required immediate treatment. It was painful to move or sit for months, and I lost 20lbs during the 7.5 months at FCI Miami, and I still need surgery -- which I would like to get in Israel being by family.

Engelmayer was and remains willing and eager to make this civil billing dispute into a death penalty. I am begging you to stop this unjust cruelty today.

Request for Review of All Engelmayer Cases

Given the clear and emphatic statements by you that Judge Engelmayer is “corrupt” and must be impeached, and the suspicious “judge shopping” that resulted in him taking the DOGE matter, I urge you in the interest of justice and fairness to ensure that all cases presided over by Judge Engelmayer are subject to scrutiny, ideally by another district with no personal connections to those in SDNY to avoid even unintended biases, as no individual should suffer wrongful conviction due to judicial overreach or attorney misconduct. This request is shared by thousands of people on X.

Enemy’s Donkey

This Shabbat we will read the Torah Portion of “Mishpatim”, including Exodus 23, which begins, appropriately for this discussion:

- a. You must not carry false rumors; you shall not join hands with the guilty to act as a malicious witness:
- b. You shall neither side with the mighty to do wrong—you shall not give perverse testimony in a dispute so as to pervert it in favor of the mighty—
- c. nor shall you show deference to a poor person in a dispute.
- d. When you encounter your enemy’s ox or ass wandering, you must take it back.
- e. When you see the ass of your enemy lying under its burden and would refrain from raising it, you must nevertheless help raise it.
- f. You shall not subvert the rights of your needy in their disputes.
- g. Keep far from a false charge; do not bring death on those who are innocent and in the right, for I will not acquit the wrongdoer.
- h. Do not take bribes, for bribes blind the clear-sighted and upset the pleas of those who are in the right.

Why does the Torah suddenly break into a discussion of *an enemy’s donkey* in the midst of laws about acting truthfully? And why specify “an enemy’s” donkey when we are required to be kind to all animals?

Rabbi Joseph Telushkin teaches in his book *Jewish Wisdom*: The Sages explain, when you go to assist an enemy with a burden, you will realize he is not an enemy, not a label, but a human being with struggles and hopes just like you have -- and in seeing his humanity, you will no longer have an enemy but a brother.

I may be on the other side of “v” in “United States v Teman”, and I have legitimate grievances about corruption you acknowledge in the DOJ and Courts, but I am not your enemy. I am a fellow human standing alongside you in the face of evil corruption and asking you to do the right thing and free me.

Judge Engelmayer has made clear he will not consider exculpatory evidence, legal arguments, or even clear proof of sabotage by his friend and mentee.

Probation agrees I should remain in Israel, and stated they can supervise my mental health treatment here. They also fully supported moving me to non-reporting probation.

Thus Engelmayer's excuse that I must return to the USA to monitor my mental health treatment despite therapy being on Zoom and my therapist not even being in Miami Beach, causes my family and I fear that Engelmayer intends to cause me severe harm or death to further cover his corruption or seek revenge for exposing it. I fear for my life in the USA under Engelmayer, and nearly died when he refused me medical care for months in prison. I suffered agonizing pain. His abuse is not warranted, it's not just, and you can stop it today with a signature.

Many legal experts you trust and respect agree I am innocent. They too, have asked you and the President publicly to free me. Their videos and letters are at JusticeForAri.org and all over X.com .

I appreciate your prompt attention to this matter and trust that you will act in the interest of justice and that God will deliver me from this corruption and into freedom, for the sake of my family, my community, and those I can help as a free man. It is in God's hands -- he has given you the power to protect me and free me today.

Sincerely,

s/**Ari Teman**/

Tel Aviv, Israel

20th of Sh'vat, 5785

18 Feb, 2025

CC:

Congressman Eli Crane
Senator Tom Cotton
U.S. Attorney for D.C. Edward Martin
Mr. Elon Musk
Mr. Ronald Coleman
via Email and/or X

EXHIBIT 1: Email Correspondence with Attorney Jonathan Irom

EXHIBIT 2: Statement Confirming Judge Engelmayer's Relationship with Biale and Graham

EXHIBIT 3: Metadata Confirming Logins to GateGuard Dashboard and Acceptance of Terms

EXHIBIT 4: US Attorney Edward Martin saying I am innocent and should be pardoned

EXHIBIT 5-6: Emails showing Engelmayer's friend and trial counsel were asked to seek verification from Attorney Irom

EXHIBIT 1 (Email thread with Attorney Jonathan “Yoni” Irom)

Did Justin Gelfand ever reach out to you?



External



Inbox x

✦ Summarize this email



Ari B. Teman <ari@teman.com>
to jonathan.irom, David ▾

7:42 AM (12 hours ago)



Hi Yoni,

We do not see a record of Justin Gelfand or his partner Joseph DiRuzzo ever reaching out to you. This was after your time at GKH so it would be by Gmail.

Did they or Noam Biale or Justine Harris ever email you?

We believe they did not and want to confirm this. It could help free me.

Thank you,
Ari



Jonathan Irom
No

8:21AM (11 hours ago)

**Ari B. Teman**

9:12AM (10 hours ago)



To be clear, none of these people emailed you? That is very helpful! Thank you.

**Jonathan Irom**

9:16 AM (10 hours ago)



I searched my gmail and none of these people ever emailed me here.

EXHIBIT 2: Engelmayer Identifies Biale and Graham as close family friends

14 All right. The next preliminary matter that I need to
 15 take up involves a disclosure I need to make that is occasioned
 16 by the appearance of Mr. Biale as new counsel for Mr. Teman.
 17 And the disclosure is that I am acquainted with Mr. Biale.

18 Mr. Biale's wife, Margaret Graham, worked for a summer
 19 at the law firm at which I used to work, and we worked together
 20 closely on a criminal appeal. Ms. Graham and I have kept in
 21 touch over the years, and we have had lunch or coffee several
 22 times since she joined the U.S. Attorney's Office for the
 23 Southern District of New York.

24 Through Ms. Graham I have gotten to know Mr. Biale. I
 25 recall spending an hour or so alone in my chambers with

SOUTHERN DISTRICT REPORTERS, P.C.
 (212) 805-0300

18

KC1VTEMC

1 Mr. Biale several years ago discussing his professional options
 2 before he joined the Sher Tremonte firm. I have also
 3 personally appointed Mr. Biale and the Sher Tremonte firm to
 4 represent a *pro se* plaintiff in a case before me in which the
 5 plaintiff sued his lawyer from an earlier matter for allegedly
 6 misappropriating a \$100,000 retainer. Mr. Biale did an
 7 absolutely superb job in that case. I think very highly of
 8 Mr. Biale, and regard myself as something of a mentor of his
 9 and also as a friend.

10 In the interest of full disclosure, I must also put on
 11 the record the sad fact that I attended shiva at Mr. Biale's
 12 apartment in Brooklyn in the summer of 2019. And most
 13 recently, about six weeks ago, on October 10th, I was a
 14 recipient of a group email that Mr. Biale sent to friends and
 15 family announcing the joyous news of the arrival of a new son,

EXHIBIT 3: Meta Data showing logins to GateGuard’s dashboard and documenting acceptance of terms & updated terms. This screenshot is of Crystal the management company for 18 Mercer.

PPXYZ

MAIN NAVIGATION

Dashboard

Users

GateGuard

Manage data

Sales

User info SANDY@CRYSTALRMI.COM

Last sessions

IP	Device	Browser	Browser version	Platform	Platform version	Last visit time
2001:19f0:0:20aa:5400:ffe19:740d						10/29/2020 19:50:06
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	68.0.3440.106	Windows	6.3	09/10/2018 20:44:29
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	68.0.3440.106	Windows	6.3	09/11/2018 18:49:44
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	68.0.3440.106	Windows	6.3	09/11/2018 19:59:32
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	68.0.3440.106	Windows	6.3	09/12/2018 03:36:21
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	68.0.3440.106	Windows	6.3	09/12/2018 17:29:28
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	68.0.3440.106	Windows	6.3	09/13/2018 11:20:24
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	68.0.3440.106	Windows	6.3	09/17/2018 15:24:20
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	68.0.3440.106	Windows	6.3	09/18/2018 19:43:03
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	69.0.3497.100	Windows	6.3	09/19/2018 15:46:35
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	69.0.3497.100	Windows	6.3	09/21/2018 18:18:18
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	78.0.3904.108	Windows	6.3	11/20/2019 14:51:08
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	78.0.3904.108	Windows	6.3	11/20/2019 15:22:53
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	78.0.3904.108	Windows	6.3	11/20/2019 15:33:10
2604:2000:284d:2500:6195:8526:b7dc:c75d						11/20/2019 15:38:05
2604:2000:284d:2500:6195:8526:b7dc:c75d	WebKit	Chrome	78.0.3904.97	Windows	6.1	11/20/2019 15:38:05
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	78.0.3904.108	Windows	6.3	11/20/2019 16:29:25
2001:19f0:0:20aa:5400:ffe19:740d	WebKit	Chrome	78.0.3904.108	Windows	6.3	11/20/2019 16:34:40

EXHIBIT 4: US Attorney (DC) Ed Martin says I am innocent and should be pardoned:



EXHIBIT 5: Justin Harris, Noam Biale (friend & mentee of Engelmayer), Justin Gelfand provided Jonathan Iroms current email address to confirm terms and

SubletSpy Terms of Service

External

Inbox x



✦ Summarize this email



Ran Hammer

Tue, May 10, 2016, 9:22 AM



Hi Ari, Attached please find the following documents for SubletSpy, based on the drafts you ...



Ari Teman

Thu, May 12, 2016, 5:32 PM



Thanks guys! Happy Yom Haatzmaut. Ari Teman // Founder // Friend or Fraud Bringing Hon...



Ari B. Teman

Wed, Aug 19, 2020, 11:21 PM



Hi Justine, As to your question whether we can say the terms are legally sound, they were r...



Ari Teman

Fri, Sep 4, 2020, 9:18 PM



106 W 32nd Street, NYC <https://teman.com> | ari@teman.com Services: GateGuard.xyz | Face...



Ari Teman

Mon, Sep 21, 2020, 10:28 PM



Ari Teman | Founder | teman™ We make Real Estate proactive with Artificial Intelligence 21...



Ari B. Teman <ari@teman.com>

Sun, Sep 27, 2020, 3:14 PM



to Justine, Noam, Justin ▾

Yoni's current email: jonathan.irom@gmail.com

Please let me know how I can be helpful.

Ari

Ari Teman | Founder | teman™

We make Real Estate proactive with Artificial Intelligence

212-203-3714 | teman.com | ari@teman.com



Ari B. Teman <ari@teman.com>

Aug 19, 2020, 11:21 PM



to Justine, Noam, Ariel ▾

Hi Justine,

As to your question whether we can say the terms are legally sound, **they were reviewed by a top international law firm** months before GateGuard even existed for SubletSpy (**the first company** in this industry).

A few notable things:

1. **They broke the terms into multiple pages. I didn't "structure" the terms,** GKH did, based on Airbnb's structure (the draft was just me copying Airbnb's terms into a document and sharing it with some edits).

2. **The Dispute terms have the same language saying we can draw the accounts**

3. Section "vi" would be interesting if I decided to sue AUSA Bhatia or Gutwillig, who both admit to using the sites:

THE LIMITATIONS.

Limitations - You hereby undertake and agree: (i) to never sue us; (ii) to pay us a nonrefundable \$5000 service fee for every individual call, email, or other from any attorney you hire or ask to contact us; (iii) to give us complete power of attorney to represent you in any matter, including in matters you may bring against us in any way; (iv) that we may order a freeze of your financial accounts, personal and business if we feel you are in breach of any agreement or in arrears; (v) the rights you confer to us remain ours in any jurisdiction in any country and are eternal and irrevocable, even upon cancellation of services, and even if you do not register for our services; (vi) to waive any and all immunity and to not claim immunity that might otherwise be offered to you as an officer of the court or otherwise, whether you are an attorney, law enforcement, or otherwise; or (vii) **that we may withdraw fees from your accounts, in any way we'd like,** at any time. You further agree to first make all claims for damage to **your insurance company before** contacting us. You agree to provide us with a full, written report from your insurance company regarding any claims of damage.

...

Please let me know how I can be helpful.

Ari

EXHIBIT 6:



Ari Teman <ari@friendorfraud....> Fri, Oct 2, 2020, 5:10 PM
to Justine, Noam ▾



" , since we moved things around and separated the original terms of service into the different documents. "

----- Forwarded message -----

From: **Ran Hammer** <RanH@gkh-law.com>
Date: Tue, May 10, 2016 at 2:22 AM
Subject: SubletSpy Terms of Service
To: Ari Teman <ari@friendorfraud.com>
Cc: Jonathan Irom <jonathani@gkh-law.com>

...

6 Attachments • Scanned by Gmail ⓘ

